

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is entered into as of February 20, 2002, by and among SJL NORTHEAST, LLC, a Delaware limited liability company ("SJL"), SJL NORTHEAST LICENSE SUBSIDIARY, LLC, a Delaware limited liability company ("License Subsidiary" and, collectively, with SJL, the "Sellers" and each of SJL and License Subsidiary, a "Seller"), WEST VIRGINIA MEDIA HOLDINGS, LLC, a Delaware limited liability company ("WVMH"), and TELEVISION ACQUISITION III, LLC, a West Virginia limited liability company ("TA3" and, collectively, with WVMH, the "Purchaser" and each of TA3 and WVMH, a "Purchaser"), and Branch Banking & Trust Co. (the "Escrow Agent").

RECITALS

Purchaser and Sellers are parties to an Asset Purchase Agreement dated as of the hereof (the "Purchase Agreement"), pursuant to which Purchaser has agreed to purchase substantially all of the assets of the Station from Sellers. The Purchase Agreement provides that Purchaser shall place Two Million Dollars (\$2,000,000) in escrow as of the date hereof as a deposit in respect of the Purchase Price. The Escrow Agent has agreed to serve as escrow agent hereunder in accordance with the terms and conditions set forth herein. Capitalized terms used, but not defined, herein that are defined in the Purchase Agreement shall have the meanings given to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth in the Purchase Agreement and hereinafter set forth, the parties hereto agree as follows:

AGREEMENTS

1. Appointment of Escrow Agent.

Purchaser and Sellers hereby appoint Branch Banking & Trust Co. as escrow agent to receive, hold, administer and disburse the Deposit Fund (as defined below) in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

2. Establishment of Deposit Account.

The Escrow Agent hereby accepts deposit of Two Million Dollars (\$2,000,000) pursuant to Section 2.4 of the Purchase Agreement to be held in escrow hereunder (such deposit plus all interest and earnings thereon, the "Deposit Fund"). The Escrow Agent will establish a separate account for deposit of the Deposit Fund (the "Deposit Account"). The Deposit Fund held by the Escrow Agent pursuant to this Section 2 shall be deposited in the Deposit Account and shall be invested by the Escrow Agent in (i) direct obligations of, or obligations fully guaranteed by, the United States of America or any agency or instrumentality thereof having a maturity date of less than three months, (ii) commercial paper at the time of

investment rated A-1 by Standard & Poor's Corporation or Prime-1 by Moody's Investor's Service, Inc. having a maturity of 14 days or less, (iii) certificates of deposit issued by a commercial bank having a combined capital surplus and undivided profits of not less than \$100,000,000, (iv) any money market funds investing solely in any of the above investment categories, including any money market fund managed by the Escrow Agent or any of its Affiliates, or (v) other investments of equal or greater security and liquidity as may be approved by Purchaser and Sellers in writing. Except as otherwise provided in this Agreement, all interest and income and other funds in the nature of interest or income received on account of investment of the Deposit Fund shall be added to the Deposit Account and become a part of the Deposit Fund. The Escrow Agent shall hold in escrow the Deposit Fund subject to the terms of this Agreement and shall disburse the Deposit Fund only in accordance with the terms of this Agreement.

3. Disposition of the Deposit Fund.

(a) The Escrow Agent shall hold the Deposit Fund under this Agreement and shall make no drawing thereunder except as specified in this Agreement. The procedure set forth in this Section 3 shall govern the application of the Deposit Fund to satisfy any claims by Purchaser or Sellers which may be brought pursuant to Section 2.4, Section 2.5 or Section 8.2(b) of the Purchase Agreement. The basis for claims to the Deposit Fund, and any limitations thereon, shall be governed by the Purchase Agreement, which shall be controlling between Purchaser and Sellers for all purposes of this Agreement, including to the extent inconsistent with any provisions hereof.

(b) If at any time the Escrow Agent receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable decision of an arbitrator designated in writing jointly by Purchaser and Sellers or joint written instructions signed by Purchaser and Sellers directing delivery of all or a portion of the Deposit Fund, the Escrow Agent shall comply with such order, decision or instructions. Any such joint written instructions may only be revoked pursuant to further joint written instructions of Purchaser and Sellers or a final non-appealable order of a court of competent jurisdiction or a final non-appealable decision of an arbitrator designated in writing jointly by Purchaser and Sellers.

(c) When any payment of all or a portion of the Deposit Fund is made to Purchaser or Sellers in accordance with this Agreement, all interest or income earned on the portion of the Deposit Fund being paid to Purchaser or Sellers, as the case may be, shall also be paid to such party concurrently with such payment. All such interest or income earned on any portion of the Deposit Fund that is used to pay any fees and expenses payable by any party to the Escrow Agent shall be paid to the party on whose behalf such payment is made, as applicable, concurrently with such payment.

(d) If the Escrow Agent disburses a portion of, but less than all of, the Deposit Fund pursuant to any court order or decision of an arbitrator or joint written instructions of Purchaser and Sellers in accordance with this Agreement, that portion of the Deposit Fund not disbursed shall continue to be held in escrow by the Escrow Agent subject to the terms of this Agreement.

(e) All payments to be made to Sellers under this Section 3 shall be paid by wire or accounts transfer of immediately available funds to one or more accounts designated by Sellers by written notice to the Escrow Agent. All payments to be made to Purchaser under this Section 3 shall be paid by wire or accounts transfer of immediately available funds to one or more accounts designated by Purchaser by written notice to the Escrow Agent.

4. Exculpation and Indemnification of Escrow Agent.

(a) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. The Escrow Agent shall have no duty to enforce any obligation of any Person to make any payment or delivery, or to direct or cause any payment or delivery to be made by any Person, or to enforce any obligation of any Person to perform any other act. The Escrow Agent shall be under no liability to the other parties hereto or any maker, guarantor, endorser or other signatory of any document or any other Person to perform such Person's obligations under any such document. Except for amendments to this Agreement referred to below, the Escrow Agent shall not be obligated to recognize any agreement between any and all of the Persons referred to herein, including the Purchase Agreement, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof. The Escrow Agent shall not make, be required to make, or be liable in any manner for its failure to make, any determination under the Purchase Agreement or any other agreement, including any determination as to whether Purchaser or Sellers has complied with the terms of the Purchase Agreement or is entitled to payment or to any other right or remedy thereunder.

(b) The Escrow Agent shall not be liable to the other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment so long as such action is consistent with the terms of this Agreement. The Escrow Agent shall exercise the same degree of care toward the Deposit Fund as it would exercise toward its own similar property and shall not be held to any higher standard of care under this Agreement. The Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or documents (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper Person or Persons. Except as provided in this Agreement, the Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.

(c) The Escrow Agent shall not be responsible for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of, any document received by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall the Escrow Agent be responsible or liable to the other parties hereto or to anyone else in any respect on account of the identity, authority or rights of the other parties executing or delivering or purporting to execute or deliver any document or this Agreement. Except as specifically provided for herein, the Escrow Agent shall have no

responsibility with respect to the use or application of any funds paid or delivered by the Escrow Agent pursuant to the provisions hereof. The Escrow Agent shall not be liable to the other parties hereto or to anyone else for any loss which may be incurred by reason of any investment of any monies which it holds hereunder in compliance with the terms hereof.

(d) The Escrow Agent shall have the right to assume, in the absence of written notice to the contrary from the proper Person or Persons, that a fact or an event by reason of which an action would or might be taken by the Escrow Agent does not exist or has not occurred, without incurring liability to the other parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment, in reliance upon such assumption. If any disagreement arises between Purchaser and Sellers resulting in adverse claims or demands being made with respect to the Deposit Fund, or if the Escrow Agent in good faith is unsure of the action it should take hereunder with respect to the Deposit Fund, the Escrow Agent shall be entitled to hold the Deposit Fund until the Escrow Agent receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable decision of an arbitrator designated in writing jointly by Purchaser and Sellers or joint written instructions signed by Purchaser and Sellers directing delivery of all or a portion of the Deposit Fund in which event the Escrow Agent shall comply with such order, decision or instructions.

(e) To the extent that the Escrow Agent becomes liable for the payment of taxes on behalf of another party hereunder, including withholding taxes, in respect of income derived from the investment of funds held hereunder or any payment made hereunder, the Escrow Agent may pay such taxes on behalf of such party. The Escrow Agent may withhold from any payment of monies to the party on whose behalf the taxes were paid, such amount as the Escrow Agent reasonably estimates to be sufficient to provide for the payment of such taxes not yet paid, and shall use the sum withheld solely for that purpose. The Escrow Agent shall be indemnified and held harmless against any liability for taxes and for any penalties or interest in respect of taxes, on such investment income or payments in the manner provided in Section 4(f).

(f) The Escrow Agent shall be indemnified and held harmless by Sellers and Purchaser at their joint and several expense, from and against any and all reasonable expenses, including reasonable counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim, or in connection with any claim or demand, which in any way directly or indirectly arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, the monies held by it hereunder or any interest or income earned from investment of such monies; provided, that such expenses or loss are not as a result of the Escrow Agent acting, or omitting to take actions, in bad faith or with willful misconduct or gross negligence or in a manner that is materially inconsistent with the provisions of this Agreement. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall, if a claim in respect thereof is to be made against any of the other parties hereto, notify such other parties in writing. Notwithstanding the foregoing, but provided that such notice shall have been given, the failure by the Escrow Agent to give such notice promptly shall not relieve the parties from any liability which such parties may have to the Escrow Agent hereunder except to the extent the defense of such action is prejudiced thereby. For the purposes hereof, the term "expense or loss" shall include all amounts paid or payable to satisfy any claim, demand or

liability, or in settlement of any claim, demand, action, suit or proceeding settled with the express written consent of the Escrow Agent, and all costs and expenses, including, but not limited to, reasonable counsel fees and disbursements, paid or incurred in investigating or defending against any such claim, demand, action, suit or proceeding. Any such expense or loss as between Purchaser, on the one hand, and Sellers on the other hand, shall be borne as nearly as possible, in proportion to the amount by which the determination of all matters relating to such expenses and losses varies from the positions of Purchaser and Sellers on all such matters; provided, however, that any expense or loss incurred by the Escrow Agent as a result of participating in any proceeding brought by Purchaser against Sellers, or by Sellers against Purchaser, shall be paid by the party against whom judgment is rendered in such proceeding. Nothing in this Section 4(f) shall constitute a waiver of any claim which Purchaser, on the one hand, or Sellers, on the other hand, may have against the other party for contributions arising from their joint and several obligation to hold the Escrow Agent harmless hereunder.

(g) In the event that any dispute should arise hereunder in respect thereof, the Escrow Agent may deposit the Deposit Fund with the clerk of any court of competent jurisdiction (the "Clerk") and interplead Purchaser and Sellers. Upon such deposit with the Clerk and the filing of a complaint in interpleader, the Escrow Agent shall be relieved of all liabilities under the terms of this Agreement with respect to all monies and property so deposited other than liabilities resulting from the Escrow Agent's willful misconduct or gross negligence and other than liabilities resulting from the material breach by the Escrow Agent of this Agreement. Purchaser and Sellers, their successors and permitted assigns, shall submit themselves to the jurisdiction of any such court of competent jurisdiction with respect to any such interpleader proceedings. The institution of an interpleader action shall not impair the rights of the Escrow Agent under this Section 4.

5. Termination of Agreement and Resignation of Agent.

(a) This Agreement shall terminate (1) upon the final disposition of the Deposit Fund, including the deposit thereof, with the Clerk in accordance with Section 4(g), or (2) by written mutual consent signed by all parties, provided that the rights of the Escrow Agent and the obligations of Purchaser and Sellers hereto under Section 4 shall survive the termination hereof. This Agreement shall not otherwise be terminated.

(b) The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by giving Purchaser and Sellers at least thirty days' prior written notice thereof so long as, except as set forth below, a new escrow agent is appointed by Purchaser and Sellers and such new escrow agent accepts such appointment prior to the effective date of such resignation. Concurrently with the effectiveness of the Escrow Agent's resignation, the Escrow Agent shall turn over to the successor escrow agent so appointed all monies held hereunder upon presentation of the document appointing the new escrow agent and its acceptance thereof. If no new agent is so appointed within the sixty-day period following such notice of resignation, the Escrow Agent may deposit the aforesaid monies with the Clerk pursuant to Section 4(g) and shall so notify Purchaser and Sellers.

6. Compensation of Escrow Agent. As compensation for its services to be rendered under this Agreement, the Escrow Agent shall receive a fee in the amount specified in

Schedule A to this Agreement and shall be reimbursed upon request for all reasonable expenses, disbursements and advances, including reasonable fees of outside counsel, if any, incurred or made by it in connection with the preparation of this Agreement and the carrying out of its duties under this Agreement. All such fees and expenses shall be borne one-half by Purchaser and one-half by Sellers. The Escrow Agent will provide an accounting of all such expenses to Purchaser and Sellers no later than the date the Escrow Agent would normally provide account information to its depositors in the ordinary course of business.

7. Notices. All notices, requests, demands and other communications provided for herein shall be in writing, may be delivered by hand, by telecopier, by courier, or by first-class mail, shall be deemed given when received and shall be addressed to the parties hereto at their respective addresses listed below or to such other Persons or addresses as the relevant party shall designate as to itself from time to time in writing delivered in like manner:

if to Sellers, to them at:

SJL Northeast, LLC
SJL Northeast License Subsidiary, LLC
c/o Boston Ventures Management, Inc.
One Federal Street
23rd Floor
Boston, MA 02110-2003
Attention: Mr. Barry Baker and Mr. Roy F. Coppedge III
Telephone: (617) 350-1503
Facsimile: (617) 350-1573

with a copy (which shall not constitute notice) to:

Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
Attention: John T. Byrnes, Esq.
Telephone: (202) 776-2000
Facsimile: (202) 776-2222

If to Purchaser, to it at:

West Virginia Media Holdings, LLC
Television Acquisition III, LLC
P.O. Box 11848
Charleston, West Virginia 25393-1848
Attention: Mr. Bray Cary
Telephone: (304) 345-7711
Facsimile: (304) 345-7280

with a copy (which shall not constitute notice) to:

Bowles Rice McDavid Graff & Love PLLC
P.O. Box 1386
Charleston, WV 25325-1386
Attention: F.T. Graff, Jr. Esq.
Telephone: 304-347-1103
Facsimile: 304-343-3058

if to the Escrow Agent, to it at:

Branch Banking & Trust Co.
300 Summers Street
P.O. Box 1793
Charleston, WV 25326
Attention: J. Mark Bias
Telephone: 304-348-7368
Facsimile: 304-348-7250

8. Miscellaneous.

(a) This Agreement and the rights and obligations hereunder of the Escrow Agent may be assigned by the Escrow Agent only to a successor of its entire business. No other assignments of this Agreement or any rights or obligations hereunder shall be permitted without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of each other party's respective successors and permitted assigns. No other Persons shall acquire or have any rights under or by virtue of this Agreement. This Agreement may not be changed orally or modified, amended or supplemented without an express written agreement executed by the Escrow Agent, Purchaser and Sellers.

(b) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflict of laws principles. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as signatories.

(d) Nothing in this Agreement shall impair the rights and remedies of Purchaser and Sellers under the Purchase Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, this Agreement has been executed by Purchaser, Sellers and the Escrow Agent as of the date first written above.

SELLERS:

SJL NORTHEAST, LLC

By: /s/ Roy F. Coppedge III

Name: Roy F. Coppedge III

Title: Vice President

Tax I.D. No.:

SJL NORTHEAST LICENSE SUBSIDIARY, LLC

By: /s/ Roy F. Coppedge III

Name: Roy F. Coppedge III

Title: Vice President

Tax I.D. No.:

[SIGNATURE PAGE TO ESCROW AGREEMENT]

PURCHASER:

WEST VIRGINIA MEDIA HOLDINGS, LLC

By: /s/ Bray Cary

Name Bray Cary

Title: President and CEO

Tax I.D. No.:

TELEVISION ACQUISITION III, LLC

By: /s/ Bray Cary

Name Bray Cary

Title: President and CEO

Tax I.D. No.:

[SIGNATURE PAGE TO ESCROW AGREEMENT]

